

A G Contract No KR99 2827TRN
ADOT ECS File No.: JPA 99-186
Project: HX065 01C
Section: SR-89A @ Mingus Avenue (MP 351.4)
And SR-89A @ 12th Street (MP 352.8)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into 10 February 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the CITY OF COTTONWOOD, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction and maintenance of widening the intersections of SR-89A at Mingus Avenue (MP 351.4) and 12th Street (MP 352.8), and the installation of new warranted traffic signals at the intersections, at a currently estimated cost of \$400,000.00, (\$160,000.00 for widening and \$240,000.00 for the signals) hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 23831
Filed with the Secretary of State
Date Filed: 02/10/2000

Betty Bayless
Secretary of State

By Dicky J. Greenwood

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate City review comments

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications and be responsible for its proportionate share of any additional Project costs. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for fifty percent (50%) of the signal portion of the Project cost, in an amount currently estimated at \$120,000.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance to the signals

e. Prior to the award of a Project construction contract, invoice the City for its fifty percent (50%) share of the cost of the signal portion of the Project, and for one hundred percent (100%) the widening portion of the Project, in an amount currently estimated at \$280,000.00

2. The City will:

a. Review the Project design documents and provide comments

b. Within thirty (30) days after receipt of an invoice, advance the State the City's fifty percent (50%) share for the cost of the signal Project, in an amount currently estimated at \$120,000.00, and advance the State \$160,000.00 as the estimated cost of the intersection widening, for a total currently estimated cost of \$280,000.00.

c. Be responsible for any contractor claims for extra compensation attributable to the City, and for its proportionate share of any additional Project costs. Grant the State a perpetual right-of-entry to maintain the signal loop detectors and pavement markings.

d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Cottonwood
City Manager
827 N. Main Street
Cottonwood, AZ 86326

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

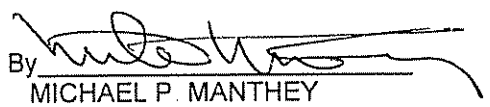
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COTTONWOOD

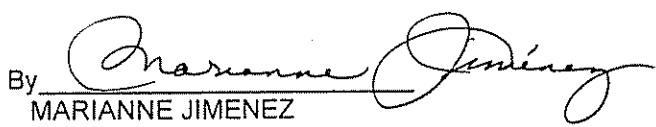
STATE OF ARIZONA

Department of Transportation

By 
RUBEN JAUREGUI
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

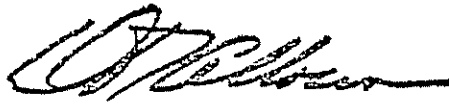
ATTEST

By 
MARIANNE JIMENEZ
City Clerk

RESOLUTION

BE IT RESOLVED on this 19th day of December 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Cottonwood for the purpose of defining responsibilities for the design, construction and maintenance of traffic signal and intersection improvements on SR-89A @ Mingus and 12th Street in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NUMBER 1772

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING SECTION 2.9, "PLANNING AREAS" OF THE COTTONWOOD GENERAL PLAN.

WHEREAS, on September 26, 1995, the City Council of the City of Cottonwood adopted Resolution Number 1536 adopting the Cottonwood General Plan; and

WHEREAS, it is necessary to amend Section 2.9, "Planning Areas" of the General Plan to designate land use in the area annexed by the City of Cottonwood on April 16, 1999, as indicated on the map of page two of the attached Exhibit "A"; and

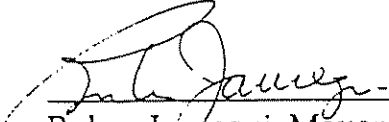
WHEREAS, the Planning and Zoning Commission held public hearings on July 21, 1999, and August 16, 1999, concerning a General Plan amendment for over 5 square miles located along State Route 260 south of the former City limits legally described in Ordinance Number 373 adopted by the City Council on April 16, 1999.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

THAT, the Section 2.9, "Planning Areas" General Plan is hereby amended as indicated on Exhibit "A".

THAT, three (3) copies of the Cottonwood General Plan be kept on file and which are ordered to remain on file for public inspection in the office of the City Clerk of the City of Cottonwood, Arizona.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 7TH DAY OF DECEMBER, 1999.



Ruben Jauregui, Mayor

APPROVAL OF THE COTTONWOOD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of January, 2000.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-2827TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED February 2, 2000.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/609479

Enc.